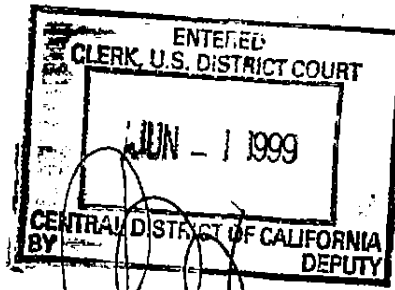
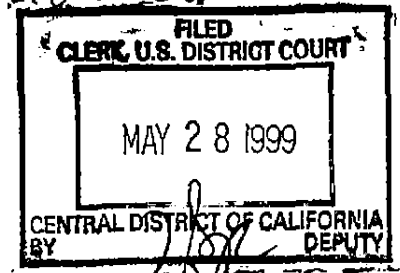


THIS CONSTITUTES NOTICE OF ENTRY  
AS REQUIRED BY FRCP, RULE 77(d).



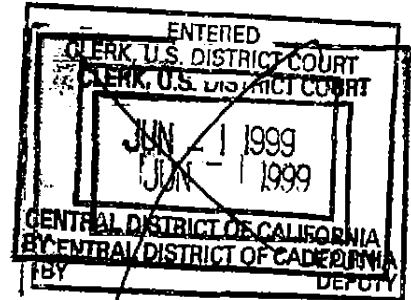
I HEREBY CERTIFY THAT THIS DOCUMENT WAS SERVED BY  
FIRST CLASS MAIL, POSTAGE PREPAID, TO ALL COUNSEL  
(OR PARTIES) AT THEIR RESPECTIVE, MOST RECENT, ADDRESS OF  
RECORD, IN THIS ACTION, ON THIS DATE.

DATED: JUN - 1 1999

DEPUTY CLERK

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA



THREE BOYS MUSIC CORPORATION,

Plaintiff,

v.

MICHAEL BOLTON, individually, and  
d/b/a MR. BOLTON'S MUSIC INC.;  
ANDREW GOLDMARK; NONPAREIL MUSIC,  
LTD.; WARNER-TAMERLANE PUBLISHING  
CORP.; WB MUSIC CORP. and SONY  
MUSIC, ENTERTAINMENT, INC.,

Defendants.

CV 92-1177 LGB (GHKx)

ORDER  
GRANTING MOTION FOR  
WRIT OF EXECUTION  
FOR SPECIAL MASTER'S FEES  
AND EXPENSES

# I. INTRODUCTION

On January 17, 1995, this Court appointed Alan L. Isaacman  
as a Special Master in the matter entitled Three Boys Music Corp.  
v. Michael Bolton, et al., CV92-1177 LGB (GHKx). Both Parties  
allegedly agreed to share the Master's fees and expenses equally.

By the instant motion, Isaacman moves the Court pursuant to  
Federal Rule of Civil Procedure 53(a) for an issuance of a writ  
of execution for the Master's unpaid fees and expenses in the  
amount of \$21,718.92 plus interest, against Plaintiff Three Boys  
Music Corp.

D. 28

Mid Notice Plys

JUN 01 1999

419

1 By Minute Order, dated May 26, 1999, this matter was taken  
2 off calendar pursuant to Federal Rule of Civil Procedure 78 and  
3 Central District Local Rule 7.11 and decided on the basis of the  
4 papers submitted.

5 For the following reasons, this Court GRANTS Isaacman's  
6 motion for a writ of execution for special master's fees and  
7 expenses.

## 8 II. FACTUAL BACKGROUND

9 Isaacman alleges the following facts:

10 By Minute Order, dated January 17, 1995, this Court  
11 appointed Isaacman as a Special Master in this matter. See  
12 Isaacman Decl., Ex. A. Subsequently, Isaacman commenced  
13 performance of his duties as Special Master, and submitted a  
14 report to the Court. At the outset, Isaacman, counsel for  
15 Plaintiff, and counsel for the Defendants all agreed that  
16 Isaacman's fees and expenses would be shared equally, with one-  
17 half paid by the Plaintiff and one-half paid by the Defendants.  
18 Issaccson rendered his billings accordingly. See Isaacman Decl.,  
19 ¶ 4.

20 For a time, Plaintiff and Defendants each paid their one-  
21 half shares in accordance with their agreement. However,  
22 although the Defendants have paid their half in full, Plaintiff  
23 has paid only part of its share, and a balance of \$21,718.92 has  
24 remained outstanding for a period in excess of two years. See  
25 Isaacman Decl., ¶ 5. Monthly statements in that amount have been  
26 rendered to Plaintiff's counsel, who has advised Isaacman that he  
27  
28

1 has forwarded those statements on to the Plaintiff. See Isaacman  
2 Decl., ¶ 5, Ex. B. Isaacman has not received any objections to  
3 the statements, and despite Isaacman's numerous attempts to  
4 obtain payment of the balance, Plaintiff has failed to remit any  
5 payment since January of 1997.

6 By the instant motion, filed May 12, 1999, Isaacman moves  
7 the Court pursuant to Federal Rule of Civil Procedure 53(a) for  
8 an issuance of a writ of execution for the Master's unpaid fees  
9 and expenses in the amount of \$21,718.92 plus interest, against  
10 Plaintiff Three Boys Music Corp. Isaacman served counsel for  
11 Plaintiff with notice of the motion by mail on May 11, 1999. The  
12 opposition to this motion was due on May 24, 1999. Plaintiff  
13 Three Boys Music Corp. did not file an opposition to this motion.

#### 14 IV. ANALYSIS

15 Federal Rule of Civil Procedure 53(a), governing the  
16 appointment of Special Masters, provides in pertinent part:

17 The master shall not retain the master's report as  
18 security for the master's compensation; but when the  
19 party ordered to pay the compensation allowed by the  
20 court does not pay it after notice and within the time  
21 prescribed by the court, the master is entitled to a  
22 writ of execution against the delinquent party.

23 Fed. R. Civ. P. 53(a).

24 Here, the requirements of Rule 53(a) have been met. As set  
25 forth in Isaacman's declaration, Plaintiff has had ample notice  
26 of the amount owing, having received monthly statements for over  
27

1 two years, without objection. While this Court in its Order of  
2 Appointment did not specify a particular time for payment, a  
3 reasonable time may be inferred, and such a time has undoubtedly  
4 passed. Isaacman has repeatedly attempted, without success, to  
5 obtain payment from Plaintiff. Having rendered his services, the  
6 Special Master is entitled to be compensated therefor.

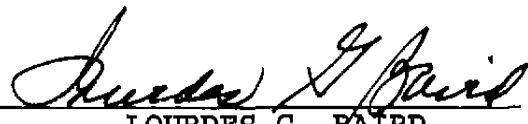
7 Accordingly, the Court HEREBY GRANTS Isaacman's motion for a writ  
8 of execution against Plaintiff in the amount of \$21,718.92 plus  
9 interest.

10 **V. CONCLUSION**

11 For the foregoing reasons, the Court HEREBY GRANTS  
12 Isaacman's motion for a writ of execution against Plaintiff Three  
13 Boys Music Corp. in the amount of \$21,718.92 plus interest.

14  
15  
16 IT IS SO ORDERED.

17 Dated: May 27, 1999

  
LOURDES G. BAIRD  
United States District Judge